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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/981,645	10/16/2001	Peter Melchior	13364/1025	7543
23838 7590 04/21/2008 KENYON & KENYON LLP 1500 K STREET N.W. SUITE 700 WASHINGTON, DC 20005				
EXAMINER				
DASS, HARISH T				
ART UNIT		PAPER NUMBER		
3692				
MAIL DATE		DELIVERY MODE		
04/21/2008		PAPER		

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

09/981,645

Applicant(s)

MELCHIOR ET AL.

Examiner

Harish T. Dass

Art Unit

3692

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 03 January 2008.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 3-20 and 36 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 3-20 and 36 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) 38 are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO/SB/C)
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date: _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____
- Paper No(s)/Mail Date 12/13/07, 12/21/07, 2/7/08

DETAILED ACTION

This office action is in response to applicant's communication of 01/03/2008.

1. Status of claims:

Claims 1-2, 21-35 and 37 are canceled.

Claims 3-20 and 36 are pending.

Claim 38 a new claim is restricted and has not been considered.

Election/Restrictions

2. Newly submitted claim 38 is directed to an invention that is independent or distinct from the invention originally claimed for the following reasons: Claim 38 is a distinct invention from method claim of 36; claim 38 is directed to new invention of financing the seller.

Since applicant has received an action on the merits for the originally presented invention, this invention has been constructively elected by original presentation for prosecution on the merits. Accordingly, claim 38 withdrawn from consideration as being directed to a non-elected invention. See 37 CFR 1.142(b) and MPEP § 821.03.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the

invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 3-20 and 36 are rejected under 35 U.S.C. 103(a) as being unpatentable over Tozzoli et al. (hereinafter Tozzoli – US 5,717,989) in view of Martin et al (Martin – US 7,047,219).

Re. Claims 3 and 36, Tozzoli discloses means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (purchase order) [col. 2 lines 1-3];

means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement [col. 13 lines 1-23];

means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (BOL) [col. 16 lines 18-25];

means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (insurance certificate)[col. 1 lines 5-57]; and means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement [claim 1].

Tozzoli explicitly does not disclose means for electronically providing an opportunity for

the seller to obtain financing in relation to the one or more goods or services [L/C – col. 1 lines 24-35]. However, Martin discloses means for electronically providing an opportunity for the seller to obtain financing in relation to the one or more goods or services [Figures 1-2; col. 1 lines 1-15, 55-67; col. 2 line 59 to col. 3 line 3; col. 7 lines 15-45]. It would have been obvious at the time the invention was made to a person having ordinary skill in the art to modify the disclosure of Tozzoli and include means for electronically providing an opportunity for the seller to obtain financing in relation to the one or more goods or services, as disclosed by Martin, to allow the seller (exporter) to securitized his invoices and secure a financing mean to improve his export productivity/capacity for meeting the buyer commitment.

Re. Claim 4, Tozzoli discloses wherein the financing is to be utilized by the seller in producing one or more goods or services in accordance with the purchase order agreement [claim 12].

Re. Claims 5-6, Tozzoli discloses wherein the financing comprises a loan provided to the seller by a lender, wherein the lender is a financial institution [col. 5 lines 35-46].

Re. Claims 7-17, Tozzoli discloses wherein the financing is provided by a lending institution, and wherein the means for electronically providing an opportunity for the seller to obtain financing in relation to the one or more goods or services comprises means for allowing the seller, though the system to choose the lending institution from

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whom the seller is requesting the financing (see entire document particularly col. 1 line 1 to col. 4 line 63), wherein allowing the seller to choose the lending institution through the system provides at least one of a customer source and a sales channel to the lending institution (bank), wherein the loan is provided to the seller at least in part in return for the seller assigning to the lender at least a portion of the seller's entitlement to payment (insurance is to cover lender's losses as well as others) from the buyer in connection with the purchase order agreement, wherein the lender becomes a party to a transaction associated with the purchase order agreement, and wherein the lender becomes entitled to at least a portion of payment (portion of insurance to cover loss) by the buyer in relation to the purchase order agreement, comprising means to allow the lender to access a first set of information through the system and relating to the transaction, wherein the first set of information is limited to information that is pertinent to the lender's involvement in the transaction, means for allowing the lender access through the system to information through the system relating to at least one of the buyer's credit qualifications and the buyer's credit exposure (credit limit — col. 5 lines 61-62), allow the lender access through the system to information relating to a cumulative amount (all transactions col. 5 lines 60-67) of credit exposure by the buyer to the seller based upon all transactions between the buyer and the seller for which the system stores information, wherein the lender is entitled to at least a portion of any cargo insurance proceeds that may issue in relation to the transaction, wherein the lender is entitled to at least a portion of any buyer credit assurance proceeds that may issue in relation to the transaction, wherein the seller's obtaining the loan is contingent upon at

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least one of the seller's satisfying all of the seller's obligations (shipment; BOL) as defined by the purchase order agreement and the buyer's waiving any rights to avoid any payments associated with the purchase order agreement due to the seller's failure to fulfill the seller's obligations as defined by the purchase order agreement (col. 1 line 1 to col. 4 line 63).

Re. Claims 18-20, Tozzoli discloses evaluating whether a first set of payment guarantee criteria are met, and means for, if the first set of payment guarantee criteria are evaluated to be met, the system providing a payment guarantee to the seller to guarantee payment by the buyer in connection with the purchase order agreement, wherein the first set of criteria comprises at least one of a credit exposure of the buyer being evaluated by the system to be within a specified maximum credit exposure, and the seller being evaluated by the system to have complied with the seller's obligations as defined by the purchase order agreement, wherein the means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically evaluating whether the seller has complied with at least a portion of the seller's obligations (shipping, BOL) as defined by the purchase order agreement, and wherein means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically providing a payment instruction if the seller has been evaluated to

have complied with the at least a portion of the seller's obligations as defined by the purchase order agreement [col. 1 line 1 to col. 4 line 32].

Response to Argument

4. Applicant's arguments with respect to claim 3 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

5. This is a non-final rejection, see Response to Argument. Claim 38 is restricted. Copy of Prior reference Martin et al. is not provided because it also can be found in applicant's provided list of US patents.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Harish T. Dass whose telephone number is 571-272-6793. The examiner can normally be reached on 8:00 AM to 4:50 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Abdi Kambiz can be reached on 571-272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Harish T Dass
Primary Examiner
Art Unit 3692

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Primary Examiner, Art Unit 3692